

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Superior Court, Juvenile Division
Division/Program: (i.e. Dept. Division and Program)	Juvenile Detention - Food Service
Contract or Grant Administrator:	Kristine Glasgow, Detention Manager
Contractor's / Agency Name:	Trinity Services Group, Inc.
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes ☐ No ☒ Yes ☒ No ☐ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes ☒ No ☐ If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes ☐ No ☒ If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes ☐ No ☒ If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes ☒ No ☐ If yes, RFP and Bid number(s): 25-15 Cost Center: 100007011.6610	
Is this agreement excluded from E-Verify? No ☐ Yes ☒ If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: ☒ Professional services agreement for certified/licensed professional. ☐ Goods and services provided due to an emergency ☐ Contract work is for less than \$100,000. ☐ Contract for Commercial off the shelf items (COTS). ☐ Contract work is for less than 120 days. ☐ Work related subcontract less than \$25,000. ☐ Interlocal Agreement (between Governments). ☐ Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 2.60 per meal and 1.30 per snack This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, all Interlocal agreements, contracts or bid awards exceeding \$75,000, and grants exceeding \$40,000 and and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: Whatcom County awards Trinity Services Group, Inc. a contract to provide food services for residents of Juvenile Detention, located at 311 Grand Ave., 6th floor, Bellingham, WA 98225. Trinity Services Group, Inc. agrees to furnish wholesome, palatable food, that meets OSPI standards to Juvenile Detention facility residents in accordance with this agreement. Whatcom County will pay Trinity Services Group Inc. \$2.10 per meal and \$1.30 per snack.	
Term of Contract: 10/1/2025 Expiration Date: 12/31/2026	

Contract Routing:	1. Prepared by: Kristine Glasgow	Date: August 18, 2025
	2. Attorney signoff: Christopher Quinn	Date: August 21, 2025
	3. AS Finance reviewed: <u>electronic Approval AT/SC</u>	Date: <u>8/29/25</u>
	4. IT reviewed (if IT related): N/A	Date: _____
	5. Contractor signed: James M. Perry	Date: August 25, 2025
	6. Executive contract review:	Date: _____
	7. Council approved, if necessary:	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____

CONTRACT FOR SERVICES
Between Whatcom County and Trinity Services Group, Inc.

Trinity Services Group, Inc., hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County or Whatcom County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 12,
- Exhibit A (Scope of Work), pp. 12 to 16,
- Exhibit B (Compensation), pp. 18,
- Exhibit C (Certificate of Insurance) pp. 19.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of October, 2025 and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2026.

The general purpose or objective of this Agreement is to: provide food service for the **Whatcom County Juvenile Detention** as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

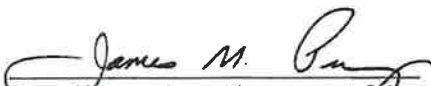
The maximum consideration for the initial term of this agreement shall not exceed \$10,476.00 for the remainder of 2025 and \$41,904.00 for 2026 (estimated 12 youth daily for 4 meals per day (breakfast, lunch, dinner, and sack plus snack). The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 25 day of Aug, 2025.

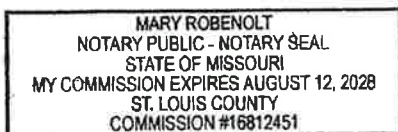
CONTRACTOR:

Trinity Services Group, Inc.


James M. Perry, Senior Vice President, Sales

STATE OF Missouri)
COUNTY OF St. Louis) ss.

On this 25 day of Aug, 2025, before me personally appeared James M. Perry to me known to be the Senior Vice President of Sales of Trinity Services, Inc., and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Missouri
NOTARY PUBLIC in and for the State of Washington, residing at
N/A My commission expires 8/12/28

WHATCOM COUNTY:

Recommended for Approval:



Stephanie Kraft, Superior and Juvenile Court Administrator Date

Approved as to form:

Approved via e-mail August 21, 2025
Christopher Quinn, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at
_____. My commission expires _____.

CONTRACTOR INFORMATION:

Trinity Services Group, Inc.
Jake Watson, Regional Sales Director
477 Commerce Blvd.
Oldsmar, FL 34677
208-861-5561
Jwatson@trinityservicesgroup.com

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than five years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 **Patent/Copyright Infringement:**

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 **Confidentiality:**

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 **Right to Review:**

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 **Insurance:**

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Professional Liability

Professional Liability - \$1,000,000 per occurrence

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors,

employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Caleb Erickson, Chief Corrections Deputy

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Juvenile Court Administration
Attn: Stephanie Kraft, Superior and Juvenile Court Administrator
311 Grand Avenue, Suite 501
Bellingham, WA 98225

Trinity Services Group, Inc.
Attn: Chief Operating Officer
477 Commerce Boulevard
Oldsmar, FL 34677

With copy to:
Trinity Services Group, Inc.
Attn: General Counsel
10880 Lin Page Place
St. Louis, MO 63132

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. **Arbitration:**

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 **Venue and Choice of Law:**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 **Survival:**

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 **Entire Agreement:**

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

CONTRACTOR'S RESPONSIBILITIES

The following outlines the responsibilities and performance expectations of the Contractor in providing food services for Whatcom County facilities. All services shall be delivered in accordance with the terms of the Agreement and applicable laws and standards.

1. General Operations

The Contractor shall operate and manage food service operations at the Premises in accordance with the terms and conditions of the RFP, the Contractor's Proposal, and this Agreement. The Contractor shall ensure that services are adequately staffed, supplied, and maintained with quality merchandise and food products at prices agreed upon by the parties.

2. Compliance and Licensing

The Contractor shall:

- Comply with PREA standards and all applicable Federal, state, and local laws governing food preparation, handling, and service.
- Obtain and maintain all required licenses, permits, and food handler's cards.
- Adhere to guidelines prescribed by the American Correctional Association and the National Commission on Correctional Healthcare.
- Pay all applicable taxes related to its operations, excluding Whatcom County's real estate and personal property taxes. Sales tax shall be billed to and paid by Whatcom County, except where exempt.
- Assures that the food service operation is in conformance with requirements under 7 CFR 2.10.16

3. Staffing and Employment

The Contractor shall hire and train all personnel necessary to fulfill the obligations of this Agreement. All employees shall:

- Undergo health examinations and security background checks, including criminal background screening conducted by Whatcom County.
- Be considered employees of the Contractor, not of Whatcom County.
- Be covered by employee dishonesty insurance.
- Be subject to all applicable employment laws, including wage and hour regulations.

The Contractor shall be solely responsible for employment-related taxes and withholdings, and all applicable Washington State Labor & Industries (L&I) requirements, including workers' compensation and industrial insurance obligations.

4. Training and Orientation

The Contractor shall provide training for all new employees as outlined in its Proposal. Whatcom County will conduct a mandatory orientation within the first seven (7) to ten (10) days, covering safety and security protocols for working with offenders.

5. Meal Service Requirements

The Contractor shall provide meals for all offenders housed at the Whatcom County Juvenile Detention. Responsibilities include:

- Meal planning, ordering, preparation, serving/plating, and cleanup.
- Preparation of all Special Diets.
- Ensuring the correct number of meals are available for Juvenile Detention Officers to retrieve.
- Maintaining availability of meals for late bookings.

6. Meal Schedule

Meals shall be served daily at 0600 hours, 1200 hours (noon), and 1700 hours, unless otherwise arranged with Whatcom County. Sack lunches shall be prepared and available for pick up by Juvenile Detention Officers daily.

7. Emergency Preparedness

The Contractor shall maintain sufficient supplies to provide meals for up to five (5) consecutive days in the event of an emergency.

8. Sanitation and Cleaning

The Contractor shall perform all necessary cleaning of food service equipment, preparation areas, and floors. Sanitation shall be maintained in accordance with applicable laws.

9. Cleaning Supplies

The Contractor shall purchase and supply all cleaning and sanitation chemicals required for food service operations, including but not limited to:

- Laundry detergent for Juvenile Detention

10. Chemical Dispensing Equipment

The Contractor shall install, maintain, and service chemical dispensing equipment in designated areas at both facilities, including food prep areas, dishwashing stations, laundry rooms, and chemical storage locations.

11. Recordkeeping and Audits

The Contractor shall retain all relevant records for a minimum of three (3) years. Upon reasonable notice, Whatcom County or its authorized representative may inspect, examine, and audit records directly related to financial arrangements under this Agreement. Audits shall occur during normal business hours at Contractor's recordkeeping location. All such records shall be treated as Confidential Information per Section 32.1.

12. Conduct and Compliance

Contractor personnel shall comply with all applicable rules and regulations governing conduct on the Premises, as imposed by Whatcom County on its own employees and agents.

13. Equipment Responsibility

Contractor and Whatcom County shall inventory the County's current equipment within thirty (30) days after the commencement date of the contract. The Contractor shall take reasonable care of all food preparation equipment under its custody and control, provided that the foregoing shall not limit the County's obligation to maintain, repair and replace (as necessary) the food preparation equipment. If repairs are needed, the County will make the necessary repairs at its own expense. Notice to the County of required repairs must be submitted in writing, which may include email. The Contractor shall be responsible for the repair or replacement of equipment damaged due to its employees' negligence. This responsibility excludes damage caused by inmates, Whatcom County personnel, or normal wear and tear.

14. Vendor Relationships

The Contractor may purchase inventory and services from vendors of its choosing. All vendor agreements and terms shall be the sole responsibility of the Contractor. Whatcom County shall have no liability or rights under such agreements.

15. Special Diets

The Contractor shall produce Special Diets, including therapeutic and religious diets, upon receipt of proper orders:

- Therapeutic diets must be ordered by authorized medical personnel (e.g., Nurse Practitioner, RN).
- Religious diets must be ordered directly by Whatcom County.

16. Special Diet Delivery

The Contractor shall ensure that Special Diets are prepared promptly and made available to inmates with valid orders. The Contractor is not responsible for ensuring inmate compliance with dietary restrictions or consumption of meals.

JUVENILE DETENTION SPECIFIC

17. Menu

4-Week Cycle Menu: The Contractor included a 4-week cycle menu in their bid/proposal as a requirement of the solicitation. The County and the Contractor revised the menu for Juvenile Detention and both are in agreement of the menu. (7CFR 210.16(b)(1))

18. Nonpayment for Meals

Nonpayment for Meals: The County will not to pay for meals that are spoiled at delivery, do not meet detailed specifications as developed, or otherwise do not fulfill specifications of agreement. (7 CFR 210.16(c)(3))

19. Buy American

The Contractor/Food Services Management Company (FSMC) agrees to purchase to the maximum extent practicable domestic commodities or products. (7 CFR 210.21 (d)(2))

20. Nutritious/Quality Food

The Contractor shall prepare and serve a variety of high quality, wholesome, and nutritious food and beverages for youth residing in Juvenile Detention as designated by the County in accordance with the terms and conditions of this contract.

21. Compliance with All Applicable Laws, Rules, and Regulations

The Contractor/FSMC agrees that it will perform the work described in this contract in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.

22. Operations in Accordance with 7 CFR

The Contractor/FSMC agrees to conduct program operations in accordance with 7 CFR Parts 200, 210, 215, 220, 225, 226, 245, 250 and FNS instructions and policies as applicable.

23. Health Certification

The Contractor/FSMC must have and maintain State or local health certification for the facility in which meals are prepared for the duration of the contract. [7 CFR 210.16(c)(2)]

24. Milk and Milk Alternative

The Contractor must provide milk with breakfast and lunch. The County will not pay for breakfast and lunch where milk is not included. A milk alternative that meets OSPI (Office of Superintendent of Public Instruction) requirements must be available. [7 CFR 225.6(h)(2)(ii), 7 CFR 226.21(e)].

WHATCOM COUNTY'S RESPONSIBILITIES

The following outlines the responsibilities of Whatcom County in support of food service operations provided under this Agreement. These responsibilities are intended to ensure the Contractor is able to perform its obligations efficiently, safely, and in compliance with applicable standards and regulations.

1. Facilities and Utilities

Whatcom County shall provide, at no cost to the Contractor, adequate space for the operation of food service activities. The County shall furnish all necessary utilities and facility support, including heat, hot and cold water, steam, gas, electricity, garbage removal, extermination services, sewage disposal, and office space. Inmate labor will be made available to assist with cleaning, food service, inventory movement, laundry, and refuse transport from the kitchen to designated secure receptacles.

2. Equipment and Maintenance

Whatcom County shall provide all food service equipment, facilities, and floor space deemed necessary for the efficient delivery of services. The County shall maintain, repair, and replace such equipment and facilities at its own expense. If equipment becomes inoperative, hazardous, or inefficient, the Contractor shall notify the County in writing. The County will respond in a timely manner to address the issue. During periods of equipment failure, the County will collaborate with the Contractor on temporary adjustments, including menu changes and product substitutions, and will reimburse the Contractor for any increased costs directly resulting from the issue. All equipment provided remains the property of Whatcom County and shall be used with reasonable care. The County and Contractor shall jointly inventory existing equipment within thirty (30) days of the contract start date.

3. Common Area Cleaning

Whatcom County shall be responsible for cleaning walls, windows, light fixtures, and floors in dayroom and dining areas. Cleaning will be performed by County staff or inmate workers under County supervision, following a schedule agreed upon with the Contractor.

4. Paper Product Reimbursement

The County shall reimburse the Contractor for paper products used during lockdowns or other events requiring disposable items due to circumstances beyond the Contractor's control.

5. Non-Solicitation of Contractor Staff

During the term of this Agreement and for one (1) year following its expiration or termination, Whatcom County shall not solicit or hire any current or former employee of the Contractor or its affiliates, except for individuals previously employed by the County.

6. Tax Responsibilities

Whatcom County shall pay all real estate taxes related to the Premises, as well as personal property taxes and similar assessments on County-owned equipment located therein.

7. Background Checks

The County shall complete background checks for Contractor personnel within ten (10) days of receiving a request. The Contractor shall not be held liable for delays or penalties resulting from untimely background check processing.

8. Medical Diet Orders

The County shall ensure that formulary diets listed in the Contractor's Diet Manual are ordered whenever appropriate. Only licensed medical personnel with prescription authority (Nurse Practitioner/RN) may authorize medical diets for Juvenile Detention.

9. Special Diet Coordination

The County shall ensure timely delivery of Special Diet orders to the Contractor to allow for proper preparation. If the County is responsible for meal distribution, it shall ensure that Special Diets are correctly delivered to the designated individuals.

10. Non-Formulary Diet Oversight

County staff shall follow the Contractor's Diet Manual procedures when requesting Non-Formulary Diets. This includes consultation with the Contractor's Registered Dietitian to ensure nutritional adequacy and compliance with medical or religious needs. The County's medical department shall reassess Non-Formulary Diets every ninety (90) days.

11. Regulatory Cooperation

Whatcom County shall cooperate fully with the Contractor to facilitate compliance with all applicable federal, state, and local laws and regulations governing food service operations.

12. Legal Authority

Whatcom County affirms that it is legally authorized to enter into and perform the obligations outlined in this Agreement under the laws of the State of Washington.

JUVENILE DETENTION SPECIFIC

13. Performance

Authorized representatives of the County shall have access to all portions of the food service facilities at all times, and shall monitor the performance of the FSMC under this contract through periodic on-site visits. [7 CFR 210.16(a)(2)(3)(4), 210.19(a)(1)]

14. Conformance with OSPI requirements

Juvenile Detention shall ensure that the food service operation is in conformance with OSPI requirements under the Program [7 CFR 210.16(a)(2)]

15. School Nutrition Program

Juvenile Detention shall be responsible for all contracts entered into in connection with the school nutrition program. [7 CFR 210.21; 210.19(a)(1); and 2 CFR 200]

16. Internal Controls

Juvenile Detention shall implement internal controls and ensure resolution of program review and audit findings. [7 CFR 210.8(a), 7 CFR 210.9(b)(17) and 210.18(k) (1)(2).]

17. Health Certification

Juvenile Detention shall maintain applicable health certification and be assured that the Contractor/FSMC is meeting all state and local regulations in preparing and serving meals at the facilities. [7 CFR 210.16(7)]

EXHIBIT "B"
(COMPENSATION)

I. Price Per Meal

Whatcom County Juvenile Detention shall compensate the Contractor based on the agreed per-meal pricing as follows:

- a. National School Lunch Program (NSLP) \$2.10 per meal equivalent
- b. School Breakfast Program (SBP) \$ 2.10 per meal equivalent
- c. Snack \$1.30 per snack

The pricing shall be subject to annual adjustment beginning **January 1, 2027**, and each January 1 thereafter.

Annual adjustments shall reflect either:

1. The percentage change in the Bureau of Labor Statistics Consumer Price Index (CPI), All Urban Consumers, U.S. City Average, Food Away From Home; or
2. Actual cost increases incurred by the Contractor, as documented and submitted to Whatcom County.

The Contractor shall provide written notice of any proposed price adjustment no less than thirty (30) days prior to the effective date. If the parties are unable to reach agreement on revised pricing, either party may terminate the Agreement in accordance with the notice provisions set forth in Section 1 of the Agreement.

In the event of material cost changes resulting from factors outside the Contractor's control—including but not limited to changes in food costs, labor costs, taxes, employee benefits, inmate labor availability, or regulatory mandates—Whatcom County and the Contractor shall negotiate in good faith to adjust pricing accordingly. If agreement cannot be reached, either party may terminate the Agreement with ninety (90) days written notice.

II. Payment Terms

The Contractor shall submit weekly invoices to Whatcom County Juvenile Detention, in arrears, for meals served and any other authorized charges incurred under this Agreement. Invoices shall be submitted to:

Josh Greidanus
Accounting Technician
Whatcom County Juvenile Court Administration
JGreidan@co.whatcom.wa.us

Invoices must clearly itemize the following:

- The number of meals served at each designated mealtime (e.g., breakfast, lunch, dinner)
- The price per meal for each specific mealtime
- A separate breakout of sack lunches
- A separate breakout of snacks

Whatcom County shall remit payment within thirty (30) days of the invoice date. Invoices not paid within the stated terms may be subject to a service charge of one and one-half percent (1.5%) per month on the unpaid balance, at the Contractor's discretion.

In the event of non-payment or if the Contractor reasonably determines that Whatcom County's creditworthiness has been impaired, the Contractor may, upon written notice, require payment in advance or suspend services until payment terms are re-established. The Contractor may also terminate the Agreement with sixty (60) days written notice if payment issues are not resolved.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)